State: District of Columbia Filing Company: Protective Life Insurance Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

**Product Name:** L644-DC 5-18

**Project Name/Number:** L644-DC 5-18/L644-DC 5-18

# Filing at a Glance

Company: Protective Life Insurance Company

Product Name: L644-DC 5-18

State: District of Columbia
TOI: L08 Life - Other
Sub-TOI: L08.000 Life - Other

Filing Type: Form

Date Submitted: 05/04/2018

SERFF Tr Num: PRTA-131487639
SERFF Status: Closed-APPROVED

State Tr Num:

State Status:

Co Tr Num: BETH L644

Implementation 08/01/2018

Date Requested:

Author(s): Beth Folts

Reviewer(s): John Rielley (primary)

Disposition Date: 05/08/2018
Disposition Status: APPROVED
Implementation Date: 08/01/2018

State: District of Columbia

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

**Product Name:** L644-DC 5-18

**Project Name/Number:** L644-DC 5-18/L644-DC 5-18

Filing Company: Protective Life Insurance Company

## **General Information**

Project Name: L644-DC 5-18 Project Number: L644-DC 5-18

Requested Filing Mode: Review & Approval

Explanation for Combination/Other: Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Beth Folts

Filing Description:

NAIC 458-68136 / FEIN 63-0169720

May 4, 2018

Form Number /// Form Title or Description L644-DC 5-18 /// Waiver of Premium Rider L644-SP /// Supplemental Policy Schedule Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Tennessee was included with an

IIPRC filing, submitted concurrently.

Market Type: Individual Individual Market Type:

Filing Status Changed: 05/08/2018

State Status Changed: Created By: Beth Folts

Corresponding Filing Tracking Number:

This filing is being submitted for your review and approval, as appropriate. This filing does not contain any unusual or possibly controversial items that vary from normal company or industry standards. The submitted forms are new and do not replace any forms currently in use by the Company. The intended implementation date for this product is August 1, 2018. Our domiciliary state of Tennessee is included as an IIPRC Filing state.

The rider is intended for the general insurance market. The rider provides waiver of premium in cases of total disability as outlined in the rider. It is only offered at issue on new policies, and is optional on the part of the policyholder. The issue ages are 18-55.

This optional rider may be attached to Term Life Insurance Policy TL-21 4-16; Approved 05/02/2016; PRTA-130524717.

Applications used to apply for this rider are:

PL-400-DC; Individual Life Insurance Application; Approved 07/23/2012; PRTA-128570365

PL-403-DC; Rider Worksheet; Approved 07/23/2012; PRTA-128570365

PL-D2C1-DC, Individual Life Insurance Application; Approved 03/08/2017, PRTA-130953909

These forms have achieved compliance with Flesh Ease of Reading Test Scores. The forms have been generated in final print format; however, due to rapidly changing technology, we wish to reserve the right to use a different font (always at least 10 point). In addition, when the application and information are input to the computer system it may result in non-material formatting changes due to the amount of information received; i.e. the size of open narrative sections will vary based on the information supplied by the applicant. The Company will ensure that the formatting of these forms will not allow a disclosure or fraud warning to be split from the signature section. While the formatting of these forms may vary slightly by applicant, the material and content will remain the same.

If you need further information to complete the review of this filing, I can be contacted via SERFF, email at

State: District of Columbia Filing Company: Protective Life Insurance Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

**Product Name:** L644-DC 5-18

**Project Name/Number:** L644-DC 5-18/L644-DC 5-18

beth.folts@protective.com or toll-free at (800)-866-3555 ext. 5539.

# **Company and Contact**

## **Filing Contact Information**

Elizabeth Folts, Policy Contract Filing beth.folts@protective.com

Specialist

2801 Highway 280 South 800-866-3555 [Phone] 5539 [Ext]

Birmingham, AL 35223 205-268-3904 [FAX]

**Filing Company Information** 

Protective Life Insurance Company CoCode: 68136 State of Domicile: Tennessee

2801 Highway 280 Group Code: 458 Company Type:
Birmingham, AL 35223 Group Name: State ID Number:

(800) 866-3555 ext. [Phone] FEIN Number: 63-0169720

# **Filing Fees**

Fee Required? No Retaliatory? No

Fee Explanation:

State: District of Columbia Filing Company: Protective Life Insurance Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

**Product Name:** L644-DC 5-18

**Project Name/Number:** L644-DC 5-18/L644-DC 5-18

# **Correspondence Summary**

**Dispositions** 

Status	Created By	Created On	Date Submitted
APPROVED	John Rielley	05/08/2018	05/08/2018

State: District of Columbia Filing Company: Protective Life Insurance Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

**Product Name:** L644-DC 5-18

**Project Name/Number:** L644-DC 5-18/L644-DC 5-18

# **Disposition**

Disposition Date: 05/08/2018 Implementation Date: 08/01/2018

Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Supporting Document	Readability Certification	APPROVED	Yes
Supporting Document	Statement of Variability	APPROVED	Yes
Form	Waiver of Premium Rider	APPROVED	Yes
Form	Supplemental Policy Schedule	APPROVED	Yes

State: District of Columbia Filing Company: Protective Life Insurance Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

**Product Name:** L644-DC 5-18

**Project Name/Number:** L644-DC 5-18/L644-DC 5-18

# Form Schedule

Lead I	Lead Form Number:							
Item	Schedule Item	Form	Form	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Type	Action	Data	Score	Attachments
1	APPROVED 05/08/2018	Waiver of Premium Rider	L644-DC 5- 18	POLA	Initial		53.500	L644-DC 5-18.pdf
2	APPROVED 05/08/2018	Supplemental Policy Schedule	L644-SP	SCH	Initial			L644-SP.pdf

Form Type Legend:

. • <sub>J</sub>	po =090a.		
ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
ОТН	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



[P. O. Box 2606; Birmingham, Alabama 35202] [1-800-866-9933] State of Domicile - [Tennessee]

# WAIVER OF PREMIUM RIDER

This rider is issued as a part of the Policy to which it is attached in return for the application and the payment of premium shown in the Policy Schedule. This rider does not have any cash values or loan values. All Policy provisions not expressly modified by this rider remain in full force and effect.

#### **DEFINITIONS**

The following terms have the specific meanings associated with them each time they are used in this rider. Other terms may be defined elsewhere in this rider and they will have that meaning when used.

Act of War: Means any act specific to military, naval or air operations in time of war.

**Home Area:** Means the 50 states of the United States and its territories, the District of Columbia and Canada.

**Occupation:** Means any work, employment, business or profession which the Insured is or becomes reasonably qualified to perform based on education, training or experience.

**Regular Occupation:** Means the Insured's usual work, employment, business or profession at the time Total Disability begins. If the Total Disability begins while the Insured is retired or unemployed, Regular Occupation means the last usual work, employment, business or profession at which the Insured was continuously engaged before the Total Disability started. If the Insured's Regular Occupation is attending school, the disability will be considered to be total when the Insured is unable to attend regularly scheduled classes.

**Total Disability (Totally Disabled):** Total Disability is the incapacity of the Insured caused by sickness or injury and begins while this rider is in force. The Total Disability must be certified by a physician. During the first 24 months of Total Disability, the incapacity prevents the Insured from continuously engaging in their Regular Occupation. After the first 24 months of Total Disability, the incapacity prevents the Insured from continuously engaging in any Occupation.

**War:** Includes but is not limited to, declared war, and armed aggression by one or more countries resisted on orders of any other country, combination of countries or international organization.

#### BENEFIT

**Waiver Benefit:** During the life of the Insured and while this rider is in force, we will provide a waiver of premium for Total Disability. If the Insured has been Totally Disabled for 6 consecutive months, and all conditions of this rider are met, we will waive premiums for the Policy. These premiums are:

(1) Any premium which becomes due after the Insured has been Totally Disabled for 6 consecutive months; and

(2) Any premium which was due during the first 6 consecutive months of Total Disability. You must pay the premiums due during the first 6 consecutive months, which will be refunded when the waiver benefit begins.

If the period of Total Disability begins during the Grace Period, the overdue premium must be paid, as per Policy provisions, before we approve the claim for the Waiver Benefit. Any premium waived will not reduce the Policy proceeds.

**Presumption of Total Disability:** Provided the condition did not exist on the Effective Date of Coverage, we will consider the Insured to be Totally Disabled, even if the Insured is able to perform their Regular Occupation or other Occupation, if one of the following permanent conditions apply:

- (1) The total loss of the sight of both eyes;
- (2) The total loss of use of both hands;
- (3) The total loss of use of both feet; or
- (4) The total loss of use of one hand and one foot.

**Recurrent Disability:** A period of Total Disability due to the same or related cause as the prior period of Total Disability may be a continuation of the prior period. We will consider the Total Disability to be a continuation of the prior period if the prior period extended for at least six (6) months and the second period of Total Disability begins less than 30 days of recovery.

End of Waiver Benefit: The waiver benefit will end when any of the following occurs:

- (1) The Insured is no longer Totally Disabled; or
- (2) Proof of continued Total Disability is not given to us as required; or
- (3) The Insured refuses or fails to have an examination we ask for; or
- (4) The date on which the Insured attains Age 65.

#### **CLAIMS**

**Notice of Claim:** Notice of claim must be made to us by written notice that the Insured is Totally Disabled and that a claim may be made under this rider. Notice may be given by or for the Owner and must identify the Insured. No benefit will be allowed unless the notice is given to us while the Insured is alive and during the continuance of Total Disability. No premium will be waived if its due date was more than one year before we were given the notice. However, if it was not reasonably possible to give us notice during this time frame, the delay will not reduce the benefit if notice is given as soon as reasonably possible.

**Proof of Claim:** Proof of Claim must be given to us prior to the waiver benefit being allowed. Proof may be given by or for the owner. Proof of Claim means written proof in good order that:

- (1) The Insured is Totally Disabled;
- (2) Total Disability began while this rider was in force;
- (3) Total Disability began before Age 65; and
- (4) Total Disability has continued for 6 consecutive months.

We will provide the form used for the Proof of Claim within 15 days of the receipt of the notice of claim. We have the right to require that the Insured be examined by a physician of our choice, and at our expense, as a part of the Proof of Claim.

We must receive Proof of Claim while the Insured is alive and during the continuance of Total Disability. It must be received within one year after the termination of this rider. If it was not reasonably possible to provide the Proof of Claim within this time, the delay will not reduce the benefit if proof is given as soon as it is reasonably possible.

**Proof of Continued Disability:** During the first two years after Proof of Claim is received, we may require proof of continued Total Disability in good order not more frequently than once every 30 days. After two years, we may require proof of continued Total Disability no more than once per year. As part of this proof, we have the right to ask for an examination of the Insured by a physician of our choice and at our expense. If you do not tell us in writing that the Total Disability ended, you will owe us any premium we waived after the end of the disability with interest at 6% per year.

#### **GENERAL PROVISIONS**

**Effective Date of Coverage:** If this rider is attached when the Policy is issued, the effective date of coverage under this rider is the Policy Effective Date. If this rider is issued after the Policy was issued or any increase in coverage occurred, the effective date will be the date we approve the supplemental application. For any insurance that has been reinstated, the effective date will be the date we approved the reinstatement.

**Exclusions:** This rider does not cover Total Disability of the Insured caused or contributed to by:

- (1) Any attempt at suicide or intentionally self inflicted injury, while sane or insane.
- (2) War or any Act of War while the Insured is serving in the military forces or within six (6) months after the termination of service in such forces, whichever is earlier. This exclusion does not apply if in the application the Insured represents that he/she is a member of the military, military reserves or the National Guard, whether active or inactive.
- (3) War or any Act of War while the Insured is serving in any civilian non-combat unit serving with such forces or within six months after termination of service with such unit, whichever is earlier.
- (4) Active participation in a riot, insurrection or terrorist activity.
- (5) Committing or attempting to commit a felony.
- (6) The voluntary use by any means, of illegal drugs; the intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions; and intentional misuse of prescription drugs.
- (7) The voluntary intake or use by any means of a poison, gas or fumes, unless a direct result of an occupational accident. Any contribution to the Total Disability under this exclusion must be material to the Total Disability.
- (8) Intoxication as defined by the jurisdiction where the Total Disability occurred.
- (9) Participation in an illegal occupation or activity. Any contribution to the Total Disability under this exclusion must be material to the Total Disability.

#### **Termination:** This rider will terminate:

- (1) At Age 65;
- (2) At the end of the Grace Period for any unpaid premiums;
- (3) By written notice; or
- (4) Upon termination of the Policy to which this rider is attached.

The premium for the Policy after the rider terminates will be reduced by this rider's premium. If we are paid and accept a premium for this rider after it terminates, we will owe you all such amounts and interest at 6% but will have no other liability.

Signed for the Company as of the Effective Date of Coverage.

#### PROTECTIVE LIFE INSURANCE COMPANY

Deborah J. Long

[Deborah J. Long] Secretary

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# SUPPLEMENTAL POLICY SCHEDULE

# POLICY NUMBER:

# SCHEDULE OF WAIVER OF PREMIUM RIDER ANNUAL PREMIUMS

POLICY YEAR	AGE	ANNUAL PREMIUM
[1	35	\$12.00]
[2	36	12.00]
[3	37	12.00]
[4	38	12.00]
[5	39	12.00]
[6	40	12.00]
[7	41	12.00]
[8	42	12.00]
[9	43	12.00]
[10	44	12.00]
[11	45	50.00]
[12	46	53.00]
[13	47	56.00]
[14	48	59.00]
[15	49	64.00]
[16	50	72.00]
[17	51	89.00]
[18	52	110.00]
[19	53	138.00]
[20	54	173.00]
[21	55	211.00]
[22	56	255.00]
[23	57	312.00]
[24	58	374.00]
[25	59	451.00]
[26	60	541.00]
[27	61	649.00]
[28	62	779.00]
[29	63	935.00]
[30	64	1,122.00]

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State: District of Columbia Filing Company: Protective Life Insurance Company

TOI/Sub-TOI: L08 Life - Other/L08.000 Life - Other

**Product Name:** L644-DC 5-18

**Project Name/Number:** L644-DC 5-18/L644-DC 5-18

# **Supporting Document Schedules**

Satisfied - Item:	Readability Certification			
Comments:				
Attachment(s):	Readability Certification State.pdf			
Item Status:	APPROVED			
Status Date:	05/08/2018			
Satisfied - Item:	Statement of Variability			
Satisfied - Item: Comments:	Statement of Variability			
	Statement of Variability  L644 5-18 SOV.pdf			
Comments:	· · · · · · · · · · · · · · · · · · ·			

# PROTECTIVE LIFE INSURANCE COMPANY Birmingham, Alabama

# **READABILITY CERTIFICATION**

This is to certify that the listed forms, and any state variations thereof, have achieved the stated Flesch Reading Ease Test scores:

FORM	SCORE
L644 5-18	53.5
L644-SP 5-18	N/A

Signed for the Company by:

George Cash, J.D. Assistant Vice President

May 5, 2018

# Statement of Variability Waiver of Premium – L644 5-18 Supplemental Policy Schedule – L644-SP

#### General Information

Variable material is denoted by [square brackets].

Data and table entries that are dependent upon gender, age, rate class, premium pattern, interest rates, etc., are determinable and will populate the appropriate data fields at policy issue. The Schedule Page numbering may vary due to the length of table entries, etc.

No variables will change with respect to in-force policies without notification, appropriate regulatory approvals, and (where required) consent of the contract holder, owner or participant.

## **Specific Variables**

## Form L644 5-18

## **Company Address and Phone Number**

Will only be changed to accurately disclose the company's correct mailing address and phone number.

#### **Company State of Domicile**

Will only be changed to accurately disclose the company's state of domicile. This change would not be made until any required notifications or regulatory filings are completed.

#### **Company Officer Name, Title, and Signature**

Will only be changed to accurately disclose the company's officer. This change would not be made until any required notifications or regulatory filings are completed.

## Form L644-SP

Waiver of Premium Rider Annual Premiums vary based on the Insured's age, gender and rate class. The length of the table may vary due to the issue age of the Insured.

#### **CERTIFICATION**

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.

Any change or modification to a variable item shall be administered in accordance with the requirements in the Variability of Information section, including any requirement for prior approval of a change or modification.

Signed for the Company by:

George Cash, J.D.

Assistant Vice President

May 4, 2018